



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	08-17-2010	AGENDA REQUEST NO:	III-D
INITIATED BY:	ANDREW TEMPLE, BUSINESS DEVELOPMENT MANAGER	RESPONSIBLE DEPARTMENT:	ECONOMIC DEVELOPMENT
PRESENTED BY:	ANDREW TEMPLE, <i>AT</i> BUSINESS DEVELOPMENT MANAGER	DEPARTMENT HEAD:	REGINA MORALES, <i>RFM</i> DIRECTOR OF ECONOMIC DEVELOPMENT
		ADDITIONAL DEPARTMENT. HEAD (S):	N/A
SUBJECT / PROCEEDING:	CONTRACT WITH CHABIN CONCEPTS, INC. TO PROVIDE AN UPDATE TO THE CITY OF SUGAR LAND'S ECONOMIC DEVELOPMENT PLAN		
EXHIBITS:	CONTRACT WITH CHABIN CONCEPTS INC.		
CLEARANCES		APPROVAL	
LEGAL:	AARON DOBBS <i>TAD</i> ASSISTANT CITY ATTORNEY	EXECUTIVE DIRECTOR:	N/A
PURCHASING:	TODD REED PURCHASING MANAGER <i>P</i>	ASST. CITY MANAGER:	N/A
BUDGET:	JENNIFER BROWN <i>JB</i> BUDGET & RESEARCH DIRECTOR	CITY MANAGER:	ALLEN BOGARD <i>Allen Bogard</i>
BUDGET			
EXPENDITURE REQUIRED: \$		104,852.00	
CURRENT BUDGET: \$		104,852.00	
ADDITIONAL FUNDING: \$		N/A	
RECOMMENDED ACTION			
Approval of a contract with Chabin Concepts, Inc. in the amount of \$104,852.00 for consulting services to update the City of Sugar Land's Economic Development Plan.			

EXECUTIVE SUMMARY

In 2001 the Sugar Land City Council approved an Economic Development Plan which has acted as a framework and program outline for the City to follow with the goal of creating a robust, diversified economy, and enhance the quality of life for all residents.

This document is still in use today; however, over the last decade, many of the original objectives of the Economic Development Plan have been accomplished. The City has identified the need to update the prior plan to incorporate new programs the City has implemented and set new objectives to guide the City in its economic development efforts moving forward. In addition, an update will establish a new system of measurable benchmarks to track program effectiveness.

Phase I of the Update to the Economic Development Plan was completed in November 2008, and included a baseline data and market research study of the community which was conducted by CDS Market Research. Phase II of the Update will now utilize the results of the CDS market study combined with original research by a qualified consultant to create an Updated Economic Development Plan document to guide the City in its economic development efforts over the next five years.

The City recently solicited qualified consultants via a formal RFP process and received proposals from six highly skilled and experienced firms from across the nation. A cross-departmental evaluation team reviewed each response independently and upon final scoring was unanimous in the selection of Chabin Concepts, Inc. as the top firm due to their thoroughness, creativity and in-depth process proposed.

This initiative was reviewed with the SLDC Board at their August 3, 2010 meeting as the Corporation will be providing the funding for the Plan Update. At that same meeting staff also reviewed the scope of the Plan Update and a timeline of major project milestones. The three phased approach recommended by the consultant will seek input from both of the City's Economic Development Corporations at several points during the process and will culminate with City Council action on adoption of a revised Plan. The timeline for completion of the Plan Update is approximately six months from contract execution. Following discussion, the Board approved Funding Resolution 2010-08-05 to pay for the anticipated costs of the project and recommended staff to bring a contract with Chabin Concepts, Inc. forward to the City Council for approval at their next meeting.

EXHIBITS

CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES
Over \$50K - Form Revised 5/17/10

I. General Information and Terms.

Contractor's Name and Address: Chabin Concepts, Inc.
2515 Ceanothus Avenue, Suite 100
Chico, California 95973

Description of Services: Consulting Services to Update the City's Economic
Development Plan

Maximum Contract Amount: \$104,852 (includes \$98,852 for base services, expenses and travel,
and \$6,000 for optional Target Industry Analysis)

Effective Date: On the latest date of the dates executed by both parties.

Termination Date: (See III C)

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Signatures
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

II. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR:

City Manager or Assistant City Manager

By: Audrey E. Taylor

Date: _____

Date: August 11, 2010

Reviewed for Legal Compliance:

Arnon Beller

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be

amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

IV. Additional Terms or Conditions. None.

V. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

A. Contractor's Additional Contract Documents:

1. Chabin Concepts, Inc. Response to City of Sugar Land Request for Proposal No. 2010-19 Dated June 10, 2010 (approximately 73 pages)

B. City's Additional Contract Documents:

1. City of Sugar Land Request for Proposal No. 2010-19 (20 pages)
2. Insurance form P (3 pages)